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ficial condition created by the riparian owner purposely to effect an accretion to his own land. Generally, title by accretion is disallowed in such a case. *Att'y Gen. v. Chambers*, 4 De G. & J. 55, 5 Jur. N. S. 745; *C. B. & Q. Ry. v. Porter Bros. & Hackworth*, 72 Ia. 426. Yet the English court, in *Doe v. East India Co.*, 10 Moo. P. C. 158, says that no such distinction can be made. It would be interesting to know if the courts would make the same distinction where the accretion results from an artificial condition created by the riparian owner, but not with the purpose of causing an accretion to his own land.

NUISANCE—LANDLORD AND TENANT—OVERHANGING TREES—LESSOR'S DUTY TO TENANT.—The plaintiff was a tenant of the defendant who owned and occupied an adjoining farm. On the defendant's land three feet from the fence stood a yew-tree. In January, 1917, the branches of this tree projected more than three feet beyond the fence and the plaintiff's mare ate of them and died. The evidence showed that the branches were overhanging at the commencement of the tenancy. *Held*, by Rowlatt, J., that the landlord was not liable because a lessee takes the land as he finds it. Coleridge, J., dissenting insisted that the defendant was liable within the principle, "*sic utere tuo ut alienum non laedas*." *Cheater v. Cater*, (C. A.) [1917], 2 K. B. 516.

The liability of an adjoining owner for bringing a dangerous substance on his land, if it escapes to his neighbor's injury, was established in the case of *Rylands v. Fletcher*, L. R. 3, H. L. 330, the substance being in that case water artificially confined. At first-blush the analogy between overhanging branches and escaping water may not seem striking, but they are at least alike in their inherent possibilities for mischief. The early case of *Lonsdale v. Nelson*, 2 B & C, 302, established that a landowner is maintaining a nuisance if his trees overhang. In *Crowhurst v. Amersham Burial Board*, 4 Ex. D. 5, quoting *Rylands v. Fletcher*, *supra*, and followed in *Smith v. Giddy*, [1904], 2 K. B. 448, quoting the same, it was held that a landowner is liable to an adjacent owner in tort for the death of cattle which eat the projecting branches of poisonous trees. The case of *Erskine v. Adeane*, L. R. 8 Ch. App. 756, upon which the decision in the principal case rests, the question was one of warranty, but Mellish, J., added *obiter* the principle of *caveat lessee*, *i. e.*, the tenant taking a lease must take the land as he finds it; or else ask an express warranty against such existing conditions as he fears may become dangerous. Coleridge maintains that if the parties were merely neighbors, the defendant would be liable and that the relation of landlord and tenant should rather increase than diminish the duty owed. Admitting the soundness of Mellish's dictum he declares that it does not here apply because the nuisance and therefore the liability came into existence after the lease was consummated. Until the cattle could reach the branches there was no nuisance. Rowlatt admits the liability of adjoining owners without privity of estate, or even that between vendor and vendee where the title passes to everything *usque ad caelum* but reiterates the dictum *caveat lessee* as a bar to recovery in the present instance. That a landlord who is also an adjacent owner is liable to his tenant as to a stranger for a nuisance on his own adjoining property, is dismissed with a casual sentence or altogether ignored by

the textwriters. 1 UNDERHILL, THE LAW OF LANDLORD AND TENANT, 481; TIFFANY, LANDLORD AND TENANT, § 90, quoting *Smith v. Faxon*, 156 Mass. 589. Just why the relation existing between the parties should result in a forfeiture of the protection owing from one neighbor to another is difficult to analyze logically, and practically no light is thrown on the question in the reported cases. It would seem then that the decision in the principal case based as it is upon dictum unsupported by case or text citation, makes so startling a departure in the hitherto established responsibility of landholders that the vigorous dissent of Coleridge appears amply justified both by logic and in the light of precedent.

NUISANCE—UNDERTAKING ESTABLISHMENTS.—Defendant proposed to transfer his undertaking business, including a morgue, to a building immediately adjoining the plaintiff's residence in a residential section of the city. Defendant had always conducted his business in a sanitary manner and in accordance with the rules of the state board of health. In decreeing an injunction against the establishment of the business in the residential section, *held*, although an undertaking business is not a nuisance *per se*, its location in a residential district would constitute a nuisance. *Saier, et al. v. Joy*, (Mich., 1917), 164 N. W. 507.

An interesting feature of the instant case is that an undertaking business, although properly conducted, is deemed a nuisance in a residential district solely because it would serve the persons living nearby as a constant reminder of death and consequently would cause them mental depression. The instant case follows *Densmore v. Evergreen Camp No. 147, W. O. W.*, 61 Wash. 230. On the same principle the court in *Barth v. Christian Psychopathic Hospital Association*, (Mich., 1917), 163 N. W. 62, enjoined the maintenance of a private insane asylum in a residential district, although on similar facts, an injunction was refused in *Heaton v. Packer*, 116 N. Y. Supp. 46. The maintenance in a residential district of a private hospital for consumptives was enjoined in *Everett v. Paschall*, 61 Wash. 47, and of one for victims of cancer in *Stotler v. Rochelle*, 83 Kans. 86, the court in each case holding such an institution became a nuisance, if located in a residential district, because it created a fear of infection causing mental unrest, although, in the light of medical science, such fear is probably unfounded. A hospital, in a residential district, for crippled children was held not a nuisance "though undoubtedly pain and distress will sometimes be caused by the sight of suffering to those living nearby." *Hall v. House of St. Giles the Cripple*, 91 N. Y. Misc. Rep. 122, (affirmed in 158 N. Y. S. 1117). A cemetery or burial ground in a residential section is not a nuisance which can be enjoined. *Sutton v. Findlay Cemetery Ass'n*, 270 Ill. 11; *Monk v. Packard*, 71 Me. 309; *Harper v. City of Nashville*, 136 Ga. 141.

SEAMEN—WHO ARE SEAMEN—WIRELESS TELEGRAPH OPERATOR.—A wireless telegraph operator who was required to sign ships articles at a stated wage of twenty-five cents per month, and who was classed as an officer and messed with them, sued for failure to furnish him medical care. *Held*, to be a sea-